

SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

RATING

PAGE OF

PAGES

2. CONTRACT NO.

3. SOLICITATION NO.

4. TYPE OF SOLICITATION

5. DATE ISSUED

6. REQUISITION/PURCHASE NO.

W-10-80645

- SEALED BID (IFB)
 NEGOTIATED (RFP)

10-80645

7. ISSUED BY
 NASA Headquarters
 Acquisition Division
 Code HW, Attn: **Donna S. Blanding**
 Washington, DC 20546-0001

CODE HWC

8. ADDRESS OFFER TO (If other than Item 7)

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and * copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in NASA HQ, CODE HWC/RM 4C35 until 4:00PM local time 09/25/95

* See Clause L.12.A of this solicitation

(Hour)

(Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:

A. NAME
DONNA S. BLANDING

B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)
 (202)358-0480

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	B	SUPPLIES OR SERVICES AND PRICES/COST		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)

<input checked="" type="checkbox"/>	10 CALENDAR DAYS	<input type="checkbox"/>	20 CALENDAR DAYS	<input type="checkbox"/>	30 CALENDAR DAYS	<input type="checkbox"/>	CALENDAR DAYS
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14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR

CODE _____ FACILITY _____

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

15B. TELEPHONE NO. (Include area code)

15 C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE

17. SIGNATURE

18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED

20. AMOUNT

21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION

10 U.S.C. 2304(c) () 10 U.S.C. 2304(c) ()

23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)

24. ADMINISTERED BY (If other than Item 7)

CODE _____

25. PAYMENT WILL BE MADE BY

CODE _____

26. NAME OF CONTRACTING OFFICER (Type or print)

27. UNITED STATES OF AMERICA

(Signature of Contracting Officer)

28. AWARD DATE

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 CONTRACT LINE ITEM NUMBERS (CLIN)

CLIN 1000 The contractor, upon receipt of a Task Order, shall furnish all labor necessary to perform the work described in Section C, which is specified in the Task Order, at the rates set forth in schedule clause B.2.

CLIN 2000 Materials, as specified in each task order.

B.2 PRICES

(a) The labor rates for each labor classification shall be as set forth below. The hourly rates are loaded rates, i.e. the basic rate for each labor classification plus all applicable burdens including the elements of profit.

Contract Year 1

Labor Classifications -----	Hourly Rate -----
101. Study Manager	\$ _____
102. Senior Scientist	\$ _____
103. Scientist	\$ _____
104. Senior Engineer	\$ _____
105. Engineer	\$ _____
106. Mathematician/Statistician	\$ _____
107. Editor/Technical Writer	\$ _____
108. Secretarial/Clerical	\$ _____

Contract Year 2

Labor Classifications -----	Hourly Rate -----
201. Study Manager	\$ _____
202. Senior Scientist	\$ _____
203. Scientist	\$ _____
204. Senior Engineer	\$ _____
205. Engineer	\$ _____
206. Mathematician/Statistician	\$ _____
207. Editor/Technical Writer	\$ _____
208. Secretarial/Clerical	\$ _____

Contract Year 3

Labor Classifications	Hourly Rate
-----	-----
301. Study Manager	\$ _____
302. Senior Scientist	\$ _____
303. Scientist	\$ _____
304. Senior Engineer	\$ _____
305. Engineer	\$ _____
306. Mathematician/Statistician	\$ _____
307. Editor/Technical Writer	\$ _____
308. Secretarial/Clerical	\$ _____

Contract Year 4

Labor Classifications	Hourly Rate
-----	-----
401. Study Manager	\$ _____
402. Senior Scientist	\$ _____
403. Scientist	\$ _____
404. Senior Engineer	\$ _____
405. Engineer	\$ _____
406. Mathematician/Statistician	\$ _____
407. Editor/Technical Writer	\$ _____
408. Secretarial/Clerical	\$ _____

Contract Year 5

Labor Classifications	Hourly Rate
-----	-----
501. Study Manager	\$ _____
502. Senior Scientist	\$ _____
503. Scientist	\$ _____
504. Senior Engineer	\$ _____
505. Engineer	\$ _____
506. Mathematician/Statistician	\$ _____
507. Editor/Technical Writer	\$ _____
508. Secretarial/Clerical	\$ _____

(b) The minimum qualifications for labor categories are set forth in Section J as Attachment A.

B.3 MATERIALS

Materials shall include expenses for materials/supplies, travel and per diem for contractor/subcontractor personnel, etc. and shall be reimbursed at cost including general and administrative expenses/material handling costs in accordance with the contractor's disclosed/standard accounting practices. Fee (profit) is not applicable to materials.

B.4 PAYMENTS

In accordance with FAR clause 52.232-7 (APR 1984) entitled "Payments under Time-and-Materials and Labor-Hour Contracts" incorporated by reference in Section I, payment may be made monthly upon invoices specifying the number and type of direct hours expended and materials expenses for individual task order, subject to audit.

B.5 PAYMENT RATE

If work and services on any task order cross a contract year, the contractor will be paid at the rate currently in effect at the time the task order work is performed.

B.6 MINIMUM GUARANTEED ORDERS

The Government shall order and the contractor shall furnish a minimum quantity of services valued up to \$500,000 during the period of this contract.

B.7 CONTRACT CEILING PRICE

Pursuant to FAR 16.601(c), the ceiling price for the five year contract shall be \$9,599,400.

[END OF SECTION]

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 BACKGROUND

The mission of NASA's Space Science Enterprise is to seek answers to fundamental questions concerning the galaxy and the universe, the connection between the Sun, Earth and heliosphere, the origin and evolution of planetary systems, and the origin and distribution of life in the universe.

NASA's Space Science Enterprise is comprised of three disciplinary areas that support these investigations: Solar System Exploration, Space Physics, and Astrophysics.

Solar System Exploration has the responsibility for the planning and implementation of the scientific exploration of the solar system, including the planets and their satellites, comets and asteroids, and the interplanetary medium. The program strategy consists of an ordered progression from initial reconnaissance to global exploration, and on to intensive study comprising in-situ measurements and sample returns. Emphasis in the coming decade will be on the implementation of small relatively inexpensive missions that can be conducted with small spacecraft. Potential targets for these missions will include all bodies in the solar system, with a likely emphasis on Mars, the small bodies (asteroids and comets), Pluto and the search for other planetary systems. Technology transfer and the formation of implementing partnerships with industry and universities is a goal of all Solar System Exploration programs.

Space Physics manages a research program which supports investigations of the origin, evolution and interactions of particulate matter and electromagnetic fields in a wide variety of space plasmas. Its studies focus on the upper atmosphere, ionospheres and magnetospheres of the earth and other planets, the Sun as a star and as a source of solar system energy, plasma and energetic particles; and the acceleration, transport, and interactions of energetic particles and plasma throughout the solar system and the galaxy. Observations, theory, modeling, simulations, laboratory studies, interactive data analysis, instrument development, and active experiments are all important aspects of the program.

Astrophysics is concerned with the understanding of the origin and fate of the universe; the fundamental physical laws of physics; and the birth and evolution of the large variety of objects in the universe, from the most benign to the most violent. These goals are pursued through contemporaneous observations across the entire electromagnetic spectrum, and through theoretical interpretation of the radiation and fields associated with astrophysical systems. The program is centered around a series of space observatories (the Great Observatories and the smaller spacecraft in the Explorer series),

supported by a research base consisting of instrument developments, sub-orbital research activities, data analysis, and theoretical studies.

C.2 SCOPE

The NASA's Space Science Enterprise has a requirement for technical, scientific and engineering studies and for independent analysis. The studies require unique and highly specialized engineering and scientific skills in order to investigate and/or answer fundamental questions relating to the mission of NASA's Space Science Enterprise. They also include development of Environmental Impact Statements or Environmental Assessments for missions carrying radioactive sources. Independent Assessments provide NASA management with timely, objective, non-advocacy analysis of a program's health and status in key areas relating to the mission of NASA's Space Science Enterprise.

C.3 STUDIES TO BE PROVIDED

- C.3.1 The technical studies are to include: instrument and spacecraft design feasibility, mission options and performance expectations, system design analysis to provide realistic micro spacecraft systems and technologies needed to accomplish specific goals.
- C.3.2 The scientific studies, address such areas as: sample handling and analysis, payload definition to meet science goals, potential science objective of small, low cost missions and science concepts applicability.
- C.3.3 The engineering studies, address such areas as: advanced propulsion capabilities, potential lander technologies, advanced lightweight optics, and mission feasibility studies.
- C.3.4 The independent assessments, are to include: risk assessments and environmental impact analysis, mission trajectory analysis, In-Situ Resource Utilization studies, and estimate of mission development and life cycle costs.

[END OF SECTION]

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SECTION D

SECTION D - PACKAGING AND MARKING

[END OF SECTION]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.246-6	JAN 1986	INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

No NASA By-reference clauses in Section E.

[END OF SECTION]

SECTION F - DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.212-13	AUG 1989	STOP-WORK ORDER

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

18-52.212-70	DEC 1988	NOTICE OF DELAY
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(End of clause)

F.2 PERIOD OF PERFORMANCE

The period during which the Government has the right to issue Task Orders hereunder shall commence on the effective date of this contract and end sixty (60) consecutive months thereafter. The period of performance for each Task Order shall be specified in each individual Task order.

(End of clause)

F.3 SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN REPORTING (NFS 18-52.219-75) (SEPT 1992)

(a) The Contractor shall submit the Summary Subcontract Report (Standard Form [SF] 295) quarterly for the reporting periods specified in block 1.A. of the form. Reports are due 30 days after the close of each reporting period.

(b) The Contractor shall also complete Item 15 (Subcontract awards to Historically Black Colleges and Universities/Minority Institutions) in accordance with the existing instructions applicable to DOD activities.

(c) All other provisions in the instructions paragraphs of the SF 295 remain in effect.

(d) The Contractor shall include this clause in all subcontracts that include the clause at FAR 52.219-9.

(End of clause)

[END OF SECTION]

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
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No FAR By-reference clauses in Section G.

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

18-52.204-70	NOV 1992	REPORT ON NASA SUBCONTRACTS
18-52.245-70	MAR 1989	ACQUISITION OF CENTRALLY REPORTABLE EQUIPMENT

(End of clause)

G.2 FINANCIAL REPORTING OF GOVERNMENT-OWNED/CONTRACTOR-HELD PROPERTY
(18-52.245-73) (July 1994)

(a) The Contractor shall prepare and submit annually a NASA Form 1018, Report of Government-Owned/Contractor-Held Property, in accordance with 18-45.505-14 and the instructions on the form and in section 18-45.7101 of the NASA FAR Supplement, except the reporting of space hardware shall be required only as directed in clause 18-52.245-78, Space Hardware Reporting, of this contract, if applicable.

(b) If administration of this contract has been delegated to the Department of Defense, the original of NASA Form 1018 shall be submitted to the NASA installation Financial Management Officer and three copies shall be sent concurrently through the DoD Property Administrator to the NASA office identified below. If the contract is administered by NASA, the original of NASA Form 1018 shall be submitted to the installation Financial Management Officer and three copies shall be sent concurrently to the following NASA office: NASA Headquarters, Code HWB, Attn: Industrial Property Officer, Washington, DC 20546.

(c) The annual reporting period shall be from October 1 of each year to September 30 of the following year. The report shall be submitted by October 31.

(d) The Contractor agrees to insert the reporting requirement in all first-tier subcontracts, except that the requirement shall provide for the submission of the subcontractors' reports to the Contractor, not

to the Government. The Contractor shall require the subcontractors' reports to be submitted in sufficient time to meet the reporting date in paragraph (c) above.

(e) The Contractor's report shall consist of a consolidation of subcontractor's reports and the Contractor's own report.

(End of clause)

G.3 SUBMISSION OF INVOICES AND VOUCHERS FOR PAYMENT (HW 52.216-101) (AUG 1995)

(a) The original of all invoices and vouchers shall be sent directly to:

NASA Headquarters
Financial Management Division
Code BFH
Washington, DC 20546

This is the designated payment office for purposes of the Prompt Payment clause of this contract.

(b) Informational copies of each invoice/voucher shall be simultaneously sent to both the Contracting Officer and the Contracting Officer's Technical Representative (COTR) as follows:

NASA Headquarters
Code HW/Contracting Officer
Washington, DC 20546

NASA Headquarters
Code SP/Donald Pinkler
Washington, DC 20546

(c) All cost reimbursement vouchers shall be annotated with the period of performance covered by the billing as well as contain an itemized accounting of costs by element, not by cost category. For example, it is not sufficient to itemize Direct Labor @ \$25,600, but instead should itemize as follows:

Program Manager	40 hrs	\$50.00	\$ 2,000.00
Sr. Engineer	320 hrs	\$40.00	\$12,800.00
Jr. Engineer	320 hrs	\$30.00	\$ 9,600.00
Administrative	80 hrs	\$15.00	\$ 1,200.00

In addition to itemizing costs for the billing period, the voucher shall also itemize cumulative costs claimed.

(End of clause)

[END OF SECTION]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
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No FAR By-reference clauses in Section H.

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

18-52.208-81	AUG 1993	RESTRICTIONS ON PRINTING AND DUPLICATING
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(End of clause)

H.2 TASK ORDER PROCEDURES

The procedures listed below will be followed in negotiating and issuing task orders for work to be performed under this contract.

(a) The COTR will prepare a Work Statement for each Task order. The Work Statement shall be cross-referenced to the applicable Statement of Work paragraph(s). If the work is not being initiated by the COTR, the initiator shall prepare the Work Statement and obtain the approval of the COTR for the Task order. Each Work Statement will also list deliverables with dates required and a final completion date.

(b) The Contracting Officer shall review the Work Statement to determine whether it is within the scope of the contract. The Contracting Officer will issue a Task order for preparation of a Study Plan to the Contractor by facsimile.

(c) The Contracting Officer will issue the Task order on Optional Form 347. All Task orders issued under this contract will have a maximum dollar value which is not to be exceeded prior to a modification to the order signed by the Contracting Officer. Each Task order will be funded separately. Each Task order is subject to the Limitation of Funds clause given in the Schedule.

(d) The contractor shall prepare a Study Plan and submit copies simultaneously to both Contracting Officer and the COTR. The contractor's proposed plan shall include:

(i) plan for how the work is to be performed, including who shall perform it, when, where, and in what sequence; and

(ii) complete cost proposal showing hours and rates by labor category and materials burdened in accordance with schedule clause B.3.

(iii) separate percentage goals for using small business concerns and small disadvantaged business concerns as subcontractors in accordance with Attachment B entitled "Small Business and Small Disadvantaged Business Subcontracting Plan".

(e) The Contracting Officer, assisted by the COTR, shall negotiate the Task order with the contractor.

(f) The Contracting Officer will issue a modification to the Task order for initiation of the study. Any subsequent changes in the work required or increases in the maximum dollar value of the order will be accomplished by a modification to the Task order prior to taking place.

(g) In rare instances, the Contracting Officer may issue a Task order which includes the initiation of the study before the Study Plan is negotiated. However, in no instance, will a Task order be issued without a Work Statement and deliverables. When a Task order is issued prior to negotiation, the initiator shall obtain the signatory approval of a NASA Associate Administrator or equivalent rank.

(h) All work performed under this contract shall be accomplished in accordance with Task orders issued by the Contracting Officer and will be based upon Government requirements as stated in Section B.

(End of clause)

H.3 DELEGATION OF CONTRACTING OFFICER TECHNICAL REPRESENTATIVE (COTR)

The Contracting Officer may appoint an authorized COTR to act on his/her behalf under this contract. This delegation will be in writing with duties, responsibilities and restrictions specified. Copies of this delegation is provided as Attachment C to Section J, LIST OF ATTACHMENTS.

(End of clause)

H.4 PROTECTION OF INFORMATION

(a) It is anticipated that in performance of this contract, the contractor may:

(1) have access to or be furnished with information and data relating to NASA's plans, programs, technical requirements, and budgetary matters, and such other information the disclosure of which may give competitive advantage to recipients or would be adverse to the interest of the Government;

(2) have access to or be furnished with information and data which are proprietary, business confidential, financial, or otherwise sensitive and acquired from other private organizations the disclosure of which may give competitive advantage to recipients or would be adverse to the interest of the other parties;

(3) prepare reports, information, and data relating to the information and data described in (1) and (2) above, the disclosure of which may give competitive advantage to the recipient or would be adverse to the interest of the Government or other parties.

(b) Therefore, in the performance of this contract, the contractor agrees to:

(1) appropriately identify information and data falling within the categories of (a) (1), (2), and (3) above and not disclose such information to anyone, other than those contractor personnel performing directly under this contract, without the written consent of the Contracting Officer, until such time as the Government may have authorized the release of such information and data to the public; or without the written consent of the other organization that is the source of the data;

(2) apply this provision to any information and data identified by NASA as falling within the categories of (a) (1), (2), and/or (3) above; and

(3) abide by the conditions of restrictive use markings or legends contained on any information and data falling within the categories of (a) (1), (2), and/or (3) above.

(c) These restrictions do not limit the contractor's right to use and disclose any information and data obtained from another source without restriction.

(End of clause)

H.5 SMALL BUSINESS SUBCONTRACTING GOAL

The contract resulting from this solicitation shall contain a goal of 30% of the total contract value to be subcontracted to Small Businesses, and at least 15% of which (i.e. 15% of the total contract value) must be subcontracted to Small Disadvantaged Businesses; and at least 5% of which (i.e. 5% of the total contract value) must be subcontracted to Women Owned Business.

(End of clause)

H.6 LIMITATION OF FUTURE CONTRACTING (NFS 18-52.209-71) (DEC 1988)

(a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is invited to FAR Subpart 9.5--Organizational Conflicts of Interest.

(b) The nature of this conflict is that the contractor may perform studies and analyses which involve elements of systems engineering and technical direction, as defined at FAR 9.505-1. As a result of performing such studies and analyses, the contractor may be in a position to 1) favor its own products or capabilities; 2) obtain an unfair competitive advantage for future competitive procurements managed by NASA and/or the Jet Propulsion Laboratory (JPL); or 3) obtain proprietary information.

The restrictions upon future contracting are as follows:

(1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is (a) required to develop specifications or statements of work that are to be incorporated into a solicitation or (b) provides materials which lead directly, predictably and without delay to such a statement of work, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing NASA or JPL contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). NASA shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

(2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of these data remain proprietary or protect these data from unauthorized use and disclosure agrees not to use them to compete with those other companies.

(End of Clause)

[END OF SECTION]

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE**

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.202-1	SEP 1991	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.204-4	MAY 1995	PRINTING/COPYING, DOUBLE-SIDED ON RECYCLED PAPER
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-10	SEP 1990	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JAN 1990	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-1	JUL 1995	EXAMINATION OF RECORDS BY COMPTROLLER GENERAL
52.215-2	JUL 1995	AUDIT--NEGOTIATION
52.215-27	SEP 1989	TERMINATION OF DEFINED BENEFIT PENSION PLANS
52.215-30	SEP 1987	FACILITIES CAPITAL COST OF MONEY
52.215-33	JAN 1986	ORDER OF PRECEDENCE
52.215-39	JUL 1991	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)
52.216-7	JUL 1991	ALLOWABLE COST AND PAYMENT
52.216-18	APR 1984	ORDERING*****Insert "the effective date of this contract" and "sixty (60) months thereafter" respectively in the fill-ins in paragraph (a).***** paragraph (b).*****

52.216-19	APR 1984	DELIVERY-ORDER LIMITATIONS*****Insert "N/A" in both fill-in in paragraph (a). Insert "N/A" in both fill-ins in paragraph (b).*****
52.216-22	APR 1984	INDEFINITE QUANTITY*****Insert "sixty (60) months after effective date of the contract" in the fill-in in paragraph (d).*****
52.217-8	AUG 1989	OPTION TO EXTEND SERVICES
52.219-8	FEB 1990	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS
52.219-9	JAN 1991	SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN
52.219-13	AUG 1986	UTILIZATION OF WOMEN- OWNED SMALL BUSINESSES
52.219-16	AUG 1989	LIQUIDATED DAMAGES--SMALL BUSINESS SUBCONTRACTING PLAN
52.220-3	JUL 1995	UTILIZATION OF LABOR SURPLUS AREA CONCERNS
52.220-4	APR 1984	LABOR SURPLUS AREA SUBCONTRACTING PROGRAM
52.222-3	APR 1984	CONVICT LABOR
52.222-26	APR 1984	EQUAL OPPORTUNITY
52.222-28	APR 1984	EQUAL OPPORTUNITY PREAMWARD CLEARANCE OF SUBCONTRACTS
52.222-35	APR 1984	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS
52.222-36	APR 1984	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS
52.222-37	JAN 1988	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.223-2	APR 1984	CLEAN AIR AND WATER
52.223-6	JUL 1990	DRUG-FREE WORKPLACE
52.225-11	MAY 1992	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	APR 1984	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	JUN 1987	RIGHTS IN DATA-GENERAL
52.229-3	APR 1984	FEDERAL, STATE, AND LOCAL TAXES
52.232-7	APR 1984	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS
52.232-9	APR 1984	LIMITATION ON WITHHOLDING OF PAYMENTS
52.232-17	JAN 1991	INTEREST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	SEP 1992	PROMPT PAYMENT*****Insert "30th day" in the fill-in in paragraph (b) (2).*****

52.232-28	APR 1989	ELECTRONIC FUNDS TRANSFER PAYMENT METHODS--As modified by 18-32.908(a) NASA FAR Supplement (Dec 1991)*****Delete the text in paragraph (b)(4) and replace with the following: The contractor shall submit a TFS 3881 to the installation awarding this contract. If a TFS 3881 previously submitted to the installation awarding this contract is still valid, resubmittal is not necessary, unless requested by NASA."*****
52.233-1	DEC 1991	DISPUTES
52.233-3	AUG 1989	PROTEST AFTER AWARD
52.242-1	APR 1984	NOTICE OF INTENT DISALLOW
52.242-13	JUL 1995	BANKRUPTCY
52.243-3	AUG 1987	-CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS
52.244-3	APR 1985	SUBCONTRACTS (TIME- AND-MATERIALS AND LABOR- HOUR CONTRACTS)
52.245-5	APR 1984	GOVERNMENT PROPERTY (COST- REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)
52.246-25	JUL 1995	LIMITATION OF LIABILITY-- SERVICES
52.249-6	MAY 1986	TERMINATION (COST-REIMBURSEMENT) (ALTERNATE IV)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

18-52.219-74	SEP 1990	USE OF RURAL AREA SMALL BUSINESSES
18-52.219-75	SEP 1992	SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING REPORTING
18-52.219-76	JUL 1991	NASA SMALL DISADVANTAGED BUSINESS SUBCONTRACTING GOAL

(End of clause)

I.2 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

(End of clause)

I.3 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY--MODIFICATION
(FAR 52.203-9) (SEP 1995)

(a) Definitions. The definitions set forth in FAR 3.104-4 are hereby incorporated in this clause.

(b) The Contractor agrees that it will execute the certification set forth in paragraph (c) of this clause, when requested by the contracting officer in connection with the execution of any modification of this contract.

(c) Certification. As required in paragraph (b) of this clause, the officer or employee responsible for the modification proposal shall execute the following certification. The certification in paragraph (c)(2) of this clause is not required for a modification which procures commercial items.

CERTIFICATE OF PROCUREMENT INTEGRITY--MODIFICATION (NOV 1990)

(1) I, [Name of certifier] am the officer or employee responsible for the preparation of this modification proposal and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certification, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement (contract and modification number).

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of [Name of offeror] who has participated personally and substantially in the preparation or submission of this proposal has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity--Modification (Continuation Sheet), ENTER "NONE" IF NONE EXISTS)

[Signature of the officer or employee responsible for the
modification proposal and date]

[Typed name of the officer or employee responsible for the
modification proposal]

* Subsections 27(a), (b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

(d) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing Contractor responsible for the offer or bid, may rely upon a one-time certification from each individual required to submit a certification to the competing Contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for a period of 6 years from the date a certifying employee's employment with the company ends or, for an agency, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the contractor.

(e) The certification required by paragraph (c) of this clause is a material representation of fact upon which reliance will be placed in executing this modification.

(End of clause)

[END OF SECTION]

ATTACHMENT A

LABOR CATEGORIES AND QUALIFYING EDUCATION/EXPERIENCE

STUDY MANAGER

Minimum Education - Must have a Bachelor's degree in a science, engineering, technical, management or related field.

Minimum Experience - Must have at least 5 years experience in successfully coordinating and managing complex technical, scientific, and/or engineering projects.

SENIOR ENGINEER

Minimum Education - Must have a Bachelor's degree in an engineering, mathematics, or science discipline as a minimum.

Minimum Experience - Ten years experience in aerospace engineering, at least five years experience in the management and technical direction involved in the design or development of space flight hardware programs.

ENGINEER

Minimum Education - Must have a Bachelor's degree in an engineering, mathematics, or science discipline.

Minimum Experience - five years experience in aerospace engineering.

SENIOR SCIENTIST

Minimum Education - Must have a Ph.D. in one of the physical sciences with record of publication in a scientific journal commensurate with experience beyond the Ph.D. level.

Minimum Experience - Must have at least ten years work experience in basic or applied research in planetary sciences, astrophysics, or space physics.

SCIENTIST

Minimum Education - Must have an advanced degree in one of the physical sciences.

ATTACHMENT A

Minimum Experience - Must have at least five years work experience in basic or applied research.

MATHEMATICIAN/STATISTICIAN

Must have a Master's degree with at least four years experience in probability assessment and/or statistical analysis.

TECHNICAL WRITER/EDITOR

Must have a college degree and at least two years experience editing/writing/typing technical documents and reports.

SECRETARIAL/CLERICAL

Must have a high school diploma or GED from an accredited institution. Must have at least two years experience typing/preparing contractual and business related documents.



Contracting Officer Technical Representative (COTR) Delegation

TO:

FROM:

CONTRACTOR

CONTRACT NO.

1. Pursuant to the Federal Acquisition Regulation (FAR) and NASA FAR Supplement, you are hereby appointed the Contracting Officer Technical Representative (COTR) for the contract identified above. The COTR's function is to serve as technical liaison between the Contractor and the Contracting Officer. The COTR is responsible for monitoring the Contractor's performance and delivery of the final product and/or services under the contract. Specific duties and responsibilities are listed in paragraph 3 below.

2. The duties delegated in this letter are not redelegable. The COTR is cautioned that he or she may be personally liable for actions taken or direction given beyond the authorities delegated in this letter.

3. The following authority and responsibilities, when checked below, are hereby delegated to the individual appointed by paragraph 1 above:

(a) Monitor contract performance and immediately report all problems related to it to the Contracting Officer. Keep the Contracting Officer informed, both orally and in writing, of the status of the contract and performance of its requirements. No periodic reports, as such, are required, but care should be taken to promptly report any potential disagreement or controversy that may arise.

(b) Establish, and provide to the Contracting Officer, a surveillance plan that will ensure receipt of the quantity and kinds of supplies or services required by the contract.

(c) Perform on-site surveillance in accordance with the surveillance plan (see paragraph 3(b) above). Document surveillance activities and provide a copy of documentation to the Contracting Officer (see paragraph 3(a) above). Assure technical proficiency and compliance with the technical provisions of the contract by review and verification of the performance of work accomplished by the Contractor. Coordinate with Defense Contract Administration Services (DCAS) when a partial contract administration delegation has been made to that agency to ensure that there is no duplication of administration efforts.

(d) Ensure that the Contractor complies with the defined Statement of Work or specifications included in the contract. Assist the Contractor and the Contracting Officer in interpreting technical requirements of the contract scope of work or specifications. Differences of opinion shall be referred to the Contracting Officer for resolution.

(e) Assure that the Contractor uses the levels of personnel contracted for and necessary for performance of contractual requirements and that the level of personnel contracted for is not diluted by the excessive use of lower caliber personnel.

(f) Review and evaluate the Contractor's progress in relation to expenditures and advise the Contracting Officer of any disparity indicating excessive or deficient funding.

(g) Review Contractor invoices and recommend approval/disapproval for payment as appropriate. Such review shall be completed in a manner so as to allow timely payment under the Prompt Payment Act and avoidance of payment of interest penalties.

(h) Recommend in writing to the Contracting Officer any changes desired in scope and/or technical provisions of the contract with justification for the proposed action. If the Contractor proposes a change, obtain the Contractor's written statement to that effect and forward it to the Contracting Officer together with your analysis and recommendation. **YOU ARE NOT DELEGATED TO AUTHORIZE ANY CHANGES IN THE STATEMENT OF WORK OR SPECIFICATIONS OR DUTIES OF THE PARTIES AS STATED IN THE CONTRACT.**

(i) Ensure that proper action has been taken to formally modify the contract before the Contractor proceeds with any changes in the work or services to be performed.

(j) As requested, prepare and forward to the Contracting Officer cost estimates for any proposed increase or decrease in the work and/or services to be performed. Obtain certified funds when necessary for proposed increases.

(k) Perform inspections of completed work and/or services and certify or have certified (by authorized Government officials) acceptance or nonacceptance of work.

(l) After completion of work, notify the Contracting Officer when the contractor has met all terms of the contract and make any appropriate recommendations.

(m) Other duties as follows:

Prepare or approve the Work Statement for each Task Order in accordance with the Clause "Task Order Procedures".

Assist the Contracting Officer in negotiating the Task Order.

Obtain signatory approval of a NASA Associate Administrator or equivalent rank when a Task Order is issued prior to negotiation.

4. In order to record your actions as COTR, you should set up and maintain a file of letters you may send to and receive from the Contractor and Contracting Officer and memoranda for record of any such nonwritten actions and/or decisions. This file is considered a segment of the official contract file and should be forwarded to the Contracting Officer at the conclusion of this contract.

5. This delegation as COTR does not in any way alter or supersede your existing relationship with your supervisor.

6. This appointment is effective upon receipt by you and shall remain in effect until closeout and final payment of the assigned contract or until terminated in writing by me or other appropriate Contracting Officer.

TYPED NAME OF CONTRACTING OFFICER	SIGNATURE OF CONTRACTING OFFICER	DATE
THE ABOVE DELEGATION IS HEREBY ACCEPTED		
TYPED NAME OF COTR	SIGNATURE OF COTR	DATE

SPECIAL INSTRUCTIONS

The COTR is requested to sign and return the original of this document to the Contracting Officer and retain one copy for his or her file; the Contractor is requested to retain this letter in its official file.

NASA SPACE SCIENCE STUDIES

THIS INFORMATION IS PROVIDED TO GIVE OFFERORS EXAMPLES OF THE TYPES OF STUDIES WHICH MIGHT BE GENERATED UNDER THIS REQUIREMENT. A COPY OF EACH ITEM IS AVAILABLE FOR VIEWING AT THE LOCATION AND TIMES SPECIFIED IN SECTION L OF THIS SOLICITATION.

TITLE

- 1) MISSION AND SYSTEM CONCEPT DEVELOPMENT FOR THE MINI-METEOROLOGICAL NETWORK TO MISSION TO MARS
- 2) SEP MULTI-MISSION UTILIZATION STUDY
- 3) AN ASSESSMENT OF IN SITU PROPELLANT PRODUCTION FOR LOW COST MARS SAMPLE RETURN
- 4) "FIRE AND ICE" - A PERFORMANCE AND COST ASSESSMENT OF COMBINING THE SMALL SOLAR PROBE AND PLUTO FLYBY MISSIONS
- 5) ADVANCED BATTERIES FOR FUTURE OFFICE OF SPACE SCIENCE MISSIONS
- 6) ROBOTIC SYSTEMS TO AID EVA FOR FUTURE OFFICE OF SPACE SCIENCE MISSIONS
- 7) ASEPS CONCEPTS TRADE STUDY
- 8) TECHNICAL ASSESSMENT OF US/JAPANESE COLLABORATIVE EXPLORATION OPPORTUNITIES
- 9) ADVANCED MISSION DEFINITIONS STUDY

SOURCE SELECTION INFORMATION
-SEE PAR 3.104

TO BE OPENED BY ADDRESSEE ONLY

THIS IS A PROPOSAL/SEALED BID IN RESPONSE TO:

W-10-80645

DATE AND TIME DUE: September 25, 1995, by 4:00pm

DELIVERY OF THIS PROPOSAL/SEALED BID IS TO BE MADE

TO: NASA HEADQUARTERS
300 E STREET, SW
WASHINGTON, DC 20546

ATTN: Donna Blanding
CODE HWC
ROOM: 4C35
PHONE: (202)358-0480

NOTE: If solicitation/sealed bid is handcarried and
the Contract Specialist is unavailable,
call: Ms. Michelle Glass
Code HW
Room 4B20
Phone: 358-1852

TO BE OPENED BY ADDRESSEE ONLY

ATTACHMENT G

Sample Study #1

Homestead Mission Feasibility Study

The Homestead mission objective is to obtain stereo images of the Sun, in particular Coronal Mass Ejections (CMEs), in order to provide proof of concept for early warning of CMEs and their effect on Earth. The Homestead mission is a four year mission designed to place two small spacecraft (each 100Kg) in specific orbits around the Sun to observe CME events.

The Contractor shall conduct a feasibility study of the Homestead mission including trade-off studies of instrumentation, spacecraft systems, satellite orbits, propulsion systems/launch vehicle (launch vehicle type vs. onboard propulsion system type [solar electric, solar sailing, ion or conventional chemical]), spacecraft autonomy, mission operations, and launch window. The contractor will do sufficient engineering analysis of the alternate approaches identified by the contractor along with projected development cost for each of the alternatives. The contractor shall develop the strengths and weaknesses of each alternative form which NASA can select the mission alternative to proceed into Definition Study.

The period of performance for this study is 120 days.

The contractor shall provide the following deliverables:

Interim report on alternatives	40 days
Interim report on cost and technology drivers	80 days
Final Report	120 days

Sample Study #2

Assessment of Sensors and Optics Systems for Future Astrophysics Science Missions

The contractor shall conduct an independent assessment of advanced technology sensors and optics systems which can satisfy the programmatic needs of future Astrophysics Division missions. This assessment will include mission programmatic sensors and optics system requirements and proposed schedules encompassing the next 20 years. The contractor shall prepare a document delineating performance capabilities of existing, currently planned, and projected (advanced technology) sensors and optics systems. The contractor shall review each applicable mission independently to compare the programs needs to the capabilities of the identified sensors and optics systems. The contractor shall develop a profile of Astrophysics mission needs, satisfying the requirements for currently identified Astrophysics missions concepts funded as part of the New Missions Concepts for Astrophysics Program. The contractor shall then compare needs to the performance projections of the advanced technology sensors and optics systems (evaluating such factors as the state of readiness, performance characteristics, cost factors, power requirements, etc.) The contractor shall develop a set of options, including the strengths and weaknesses of each, from which the Division can determine its future courses of action regarding advanced sensors and optics systems and their application to Astrophysics missions.

The period of performance for this study is 160 days.

The contractor shall provide the following deliverables:

Interim report on program needs	60 days
Interim report assessing technology readiness	120 days
Final Report	160 days

ATTACHMENT G

Sample Study #3

Definition of Low-Cost Mission Concepts for the Outer Planets

The contractor shall conduct an independent assessment of low cost mission design options that might allow renewed exploration of the far outer planets early in the next century. This assessment will include mission programmatic spacecraft and instruments requirements and proposed schedules for the next 25 years. The study should determine the potential science requirements, feasible mission options and performance expectations, mission and data collection operational constraints, applicability of concepts previously addressed other NASA studies, and estimates of development and life cycle costs for these missions. The contractor shall develop a set of options, including strengths and weaknesses of each, from which the Division can determine a program for outer solar system exploration.

The period of performance for this study is 130 days.

The contractor shall provide the following deliverables:

Interim report on mission and science objectives	60 days
Interim report assessing option sets	120 days
Final Report	130 days

Sample Study # 4

Mission-"X" Environmental Impact Statement

The Solar System Exploration Division launches spacecraft into orbit that carry toxic propellants and at times, radioactive sources for thermal control and/or power in deep space. These materials are an environmental and health hazard when not properly contained. Analysis is required of each material, alone and in combination with the other materials on board the spacecraft, at every stage of the mission; before launch, during launch, after launch, in orbit, or on an Earth gravity assist swing-by; to determine the risk to the public and the environment in the event of any possible mechanical, electrical, or personnel failure. These analyses need to prove the safety of the mission design and safety procedures before permission to launch can be granted.

The contractor will use their expertise to perform analyses of Mission "X" environmental compliance to provide input to appropriate NASA actions in response to National Environmental Policy Act (NEPA) requirements and the launch approval process. These analyses will result in the development of the final Mission-"X" Environmental Impact Statement (EIS), and provide input into any additional studies required following the Mission-"X" Record of Decision.

The period of performance for this study is 240 days.

The contractor shall provide the following deliverables:

Draft EIS, in preparation for public and Agency comments	120 days
Revised EIS, a reflection of public and Agency comments	160 days
Concurrence version of the Final EIS document, a reflection of comments and analysis of the revised EIS	205 days
Final EIS	240 days

EXHIBITS A & B FOR PRICE/BUSINESS PROPOSAL

SPACE SCIENCE STUDIES

	1	2	3	4	5
DIRECT LABOR CATEGORY	BURDENED LABOR RATE				
Study Manager	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Senior Scientist	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Scientist	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Senior Engineer	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Engineer	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Mathematician	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Editor	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Secretarial	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
 Material Handling Cost	 _____ %				

SAMPLE FIVE YEAR PRICING SCHEDULE

TOTAL COMPENSATION PLAN FOR PROFESSIONAL EMPLOYEES

The information requested below will assist the Government in determining the adequacy of proposed total compensation. Please address these elements only as they pertain to exempt/professional employees. Any differences between the elements in this exhibit and price proposal exhibits B through F should be reconciled in detail in your price proposal written explanation. Significant fringe benefits not identified below should be added and described.

Fringe Benefit Package

(Possible Elements)

Company Employee*
Contribution Contribution

A. Paid Time Off (maximum days/year):	
Holidays	# days
Vacation	# days
Eligibility Requirements	Describe
Graduating Scale	Describe
Balance Paid at Termination?	Yes/No
Accrues Indefinitely?	Yes/No
Sick Leave (Regular)	# days
Eligibility Requirements	Describe
Balance Paid at Termination?	Yes/No
Accrues Indefinitely?	Yes/No
Sick Leave (Short-Term Disability)	# days
Eligibility Requirements	Describe
Rate of Pay	%
Duration of Pay	Describe
Sick Leave (Long-Term Disability)	# days
Eligibility Requirements	Describe
Rate of Pay	%
Duration of Pay	Describe
Bereavement	Describe
Maternity Leave	# days
Jury Duty	# days
Military Duty	# days
Reservist Policy	Describe
Re-activation Policy	Describe
Uncompensated Overtime	
Required employment condition?	Describe
Required to offset any absences	Describe

PART IV - REPRESENTATIONS AND INSTRUCTIONS**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS****K.1 CONTINGENT FEE REPRESENTATION AND AGREEMENT (FAR 52.203-4) (APR 1984)**

(a) Representation. The offeror represents that, except for full-time bona fide employees working solely for the offeror, the offeror--

[Note: The offeror must check the appropriate boxes. For interpretation of the representation, including the term "bona fide employee," see Subpart 3.4 of the Federal Acquisition Regulation.]

(1) has, has not employed or retained any person or company to solicit or obtain this contract; and

(2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) Agreement. The offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when subparagraph (a) (1) or (a) (2) is answered affirmatively, to promptly submit to the Contracting Officer--

(1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or

(2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

(End of provision)

K.2 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY (FAR 52.203-8) (SEP 1995) ALTERNATE I (SEP 1990)

(a) Definitions. The definitions at FAR 3.104-4 are hereby incorporated in this provision.

(b) Certifications. As required in paragraph © of this provision, the officer or employee responsible for this offer shall execute the following certification. The certification in paragraph (b) (2) of this provision is not required for a procurement of commercial items.

CERTIFICATE OF PROCUREMENT INTEGRITY

(1) I, [Name of certifier], am the officer or employee responsible for the preparation of this offer or bid and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certificate, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement (solicitation number).

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of [Name of offeror] who has participated personally and substantially in the preparation or submission of this offer has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity (Continuation Sheet), ENTER NONE IF NONE EXIST)

(4) I agree that, if awarded a contract under this solicitation, the certifications required by subsection 27(e)(1)(B) of the Act shall be maintained in accordance with paragraph (f) of this provision.

[Signature of the officer or employee responsible for the offer and date]

[Typed name of the officer or employee responsible for the offer]

* Subsections 27(a), (b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

(c) For procurements, including contract modifications, in excess of \$100,000 made using procedures other than sealed bidding, the signed certifications shall be submitted by the successful Offeror to the Contracting Officer within the time period specified by the Contracting Officer when requesting the certificates except as provided in subparagraphs (c)(1) through (c)(5) of this clause. In no event shall the certificate be submitted subsequent to award of a contract or execution of a contract modification:

(1) For letter contracts, other unpriced contracts, or unpriced contract modifications, whether or not the unpriced contract or modification contains a maximum or not to exceed price, the signed certifications shall be submitted prior to the award of the letter contract, unpriced contract, or unpriced contract modification, and prior to the definitization of the letter contract or the establishment of the price of the unpriced contract or unpriced contract modification. The second certification shall apply only to the period between award of the letter contract and execution of the document definitizing the letter contract, or award of the unpriced contract or unpriced contract modification and execution of the document establishing the definitive price of such unpriced contract or unpriced contract modification.

(2) For basic ordering agreements, prior to the execution of a priced order; prior to the execution of an unpriced order, whether or not the unpriced order contains a maximum or not to exceed price; and, prior to establishing the price of an unpriced order. The second certificate to be submitted for unpriced orders shall apply only to the period between award of the unpriced order and execution of the document establishing the definitive price for such order.

(3) A certificate is not required for indefinite delivery contracts (see Subpart 16.5) unless the total estimated value of all orders eventually to be placed under the contract is expected to exceed \$100,000.

(4) For contracts and contract modifications which include options, a certificate is required when the aggregate value of the contract or contract modification and all options (see 3.104-4(e)) exceeds \$100,000.

(5) For purposes of contracts entered into under section 8(a) of the SBA, the business entity with whom the SBA contracts, and not the SBA, shall be required to comply with the certification

requirements of subsection 27(e). The SBA shall obtain the signed certificate from the business entity and forward the certificate to the Contracting Officer prior to the award of a contract to the SBA.

(6) Failure of an Offeror to submit the signed certificate within the time prescribed by the Contracting Officer shall cause the offer to be rejected.

(d) Pursuant to FAR 3.104-9(d), the Offeror may be requested to execute additional certifications at the request of the Government. Failure of an Offeror to submit the additional certifications shall cause its offer to be rejected.

(e) A certification containing a disclosure of a violation or possible violation will not necessarily result in the withholding of award under this solicitation. However, the Government, after evaluation of the disclosure, may cancel this procurement or take any other appropriate actions in the interest of the Government, such as disqualification of the Offeror.

(f) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing contractor responsible for the offer may rely upon a one-time certification from each individual required to submit a certification to the competing contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for 6 years from the date a certifying employee's employment with the company ends or, for an agent, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the Contractor.

(g) The certifications in paragraph (b) and (d) of this provision are a material representation of fact upon which reliance will be placed in awarding a contract.

(End of provision)

K.3 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-11) (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23,

1989, --

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

K.4 CONTRACTS BETWEEN NASA AND FORMER NASA EMPLOYEES (NASA 18-52.203-70)
(DEC 1988)

The offeror represents that he or she () is, or () is not, an individual who was employed by NASA during the past two years, or a firm in which such an individual is a partner, principal officer, or majority shareholder or that is otherwise controlled or predominantly staffed by such individuals.

(End of provision)

K.5 TAXPAYER IDENTIFICATION (FAR 52.204-3) (SEP 1992)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 20 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

() TIN: _____.

() TIN has been applied for.

() TIN is not required because:

() Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

() Offeror is an agency or instrumentality of a foreign government;

() Offeror is an agency or instrumentality of a Federal, state, or local government;

() Other. State basis. _____

(d) Corporate Status.

() Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such

services;

() Other corporate entity;

() Not a corporate entity;

() Sole proprietorship

() Partnership

() Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

() Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

() Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

K.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (MAY 1989)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(I) The Offeror and/or any of its Principals--

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(c) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the

offenses enumerated in subdivision (a) (1) (I) (B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.7 TYPE OF BUSINESS ORGANIZATION (FAR 52.215-6) (JUL 1987)

The offeror or quoter, by checking the applicable box, represents that--

(a) It operates as [] a corporation incorporated under the laws of the State of _____, [] an individual, [] a partnership, [] a nonprofit organization, or [] a joint venture; or

(b) If the offeror or quoter is a foreign entity, it operates as [] an individual, [] a partnership, [] a nonprofit organization, [] a joint venture, or [] a corporation, registered for business in _____ (country).

(End of provision)

K.8 AUTHORIZED NEGOTIATORS (FAR 52.215-11) (APR 1984)

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: [list names, titles, and telephone numbers of the authorized negotiators].

(End of provision)

K.9 PLACE OF PERFORMANCE (52.215-20) (APR 1984)

(a) The offeror or quoter, in the performance of any contract resulting from this solicitation, ___ intends, ___ does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or quoter as indicated in this proposal or quotation.

(b) If the offeror or quoter checks intends in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance
(Street Address, City,
County, State, Zip Code)

Name and address of Owner
and Operator of the Plant or
Facility if Other than
Offeror or Quoter

(End of provision)

K.10 SMALL BUSINESS CONCERN REPRESENTATION (FAR 52.219-1) (JAN 1991)

(a) Representation. The offeror represents and certifies as part of its offer that it [] is, [] is not a small business concern and that [] all, [] not all end items to be furnished will be manufactured or produced by a small business concern in the United States, its territories or possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.

(b) Definition.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in this solicitation.

(c) Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (1) Be punished by imposition of fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

K.11 SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION (FAR 52.219-2) (FEB 1990)

(a) Representation. The offeror represents that it [] is, [] is not a small disadvantaged business concern.

(b) Definitions.

"Asian-Pacific Americans," as used in this provision, means United States citizens whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia.

"Indian tribe," as used in this provision, means any Indian tribe, band, nation, or other organized group or community of Indians, including any Alaska Native Corporation as defined in 13 CFR 124.100

which is recognized as eligible for the special programs and services provided by the U.S. to Indians because of their status as Indians, or which is recognized as such by the State in which such tribe, band, nation, group, or community resides.

"Native Americans," as used in this provision, means American Indians, Eskimos, Aleuts, and native Hawaiians.

"Native Hawaiian Organization," as used in this provision, means any community service organization serving Native Hawaiians in, and chartered as a not-for-profit organization by, the State of Hawaii, which is controlled by Native Hawaiians, and whose business activities will principally benefit such Native Hawaiians.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (a) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals and (b) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one of these entities which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

"Subcontinent Asian Americans," as used in this provision, means United States citizens whose origins are in India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal.

(c) Qualified groups. The offeror shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, and other individuals found to be qualified by SBA under 13 CFR 124. The offeror shall presume that socially and economically disadvantaged entities also include Indian tribes and Native Hawaiian Organizations.

(End of provision)

K.12 WOMEN-OWNED SMALL BUSINESS REPRESENTATION (FAR 52.219-3) (APR 1984)

(a) Representation. The offeror represents that it [] is, [] is not a women-owned small business concern.

(b) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominate in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(End of provision)

K.13 PREFERENCE FOR LABOR SURPLUS AREA CONCERNS (FAR 52.220-1) (APR 1984)

(a) This acquisition is not a set aside for labor surplus area (LSA) concerns. However, the offeror's status as such a concern may affect (1) entitlement to award in case of tie offers or (2) offer evaluation in accordance with the Buy American Act clause of this solicitation. In order to determine whether the offeror is entitled to a preference under (1) or (2) above, the offeror must identify, below, the LSA in which the costs to be incurred on account of manufacturing or production (by the offeror or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(b) Failure to identify the locations as specified above will preclude consideration of the offeror as an LSA concern. If the offeror is awarded a contract as an LSA concern and would not have otherwise qualified for award, the offeror shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

(End of provision)

K.14 CERTIFICATION OF NONSEGREGATED FACILITIES (FAR 52.222-21) (APR 1984)

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

(End of provision)

K.15 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (APR 1984)

The offeror represents that--

(a) It [] has, [] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It [] has, [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

K.16 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The offeror represents that--

(a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

K.17 CLEAN AIR AND WATER CERTIFICATION (FAR 52.223-1) (APR 1984)

The Offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract is [], is not [] listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

(End of provision)

K.18 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (FAR 52.223-5) (JUL 1995)

(a) Definitions. As used in this provision,

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) By submission of its offer, the offeror (if other than an individual) responding to a solicitation that is expected to exceed the simplified acquisition threshold, certifies and agrees, that with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will-- no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration; or as soon as possible for contracts of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed--

(1) Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(I) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this provision;

(4) Notify such employees in writing in the statement required by subparagraph (b) (1) of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will--

(I) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;

(5) Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision (b) (4) (ii) of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee; and

(6) Within 30 calendar days after receiving notice under subdivision (b) (4) (ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Take appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b) (1) through (b) (6) of this provision.

(c) By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the performance of the contract resulting from this solicitation.

(d) Failure of the offeror to provide the certification required by paragraphs (b) or (c) of this provision, renders the offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19.602-1(a) (2) (I).)

(e) In addition to other remedies available to the Government, the certification in paragraphs (b) or (c) of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

(End of provision)

[END OF SECTION]

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

L.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.215-5	JUL 1987	SOLICITATION DEFINITIONS
52.215-8	JUL 1995	AMENDMENTS TO SOLICITATIONS
52.215-9	JUL 1995	SUBMISSION OF OFFERS
52.215-10	JUL 1995	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF PROPOSALS
52.215-12	APR 1984	RESTRICTION ON DISCLOSURE AND USE OF DATA
52.215-13	APR 1984	PREPARATION OF OFFERS
52.215-14	APR 1984	EXPLANATION TO PROSPECTIVE OFFERORS
52.215-15	JUL 1995	FAILURE TO SUBMIT OFFER
52.222-24	APR 1984	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW
52.222-46	FEB 1993	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

No NASA By-reference clauses in Section L.

(End of provision)

L.2 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (JUN 1988)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

(End of provision)

L.3 ORGANIZATIONAL CONFLICTS OF INTEREST CERTIFICATE--MARKETING CONSULTANTS (52.209-7) (NOV 1991)

(a) Definitions.

(1) Marketing consultant means any independent contractor who furnishes advice, information, direction, or assistance to an offeror or any other contractor in support of the preparation or submission of an offer for a government contract by that offeror.

An independent Contractor is not a marketing consultant when rendering--

(i) Services excluded in FAR 37.204;

(ii) Routine engineering and technical services (such as installation, operation, or maintenance of systems, equipment, software, components, or facilities);

(iii) Routine legal, actuarial, auditing, and accounting services; or

(iv) Training services.

(2) Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

(b) An individual or firm that employs, retains, or engages contractually one or more marketing consultants in connection with a contract, shall submit to the contracting officer, with respect to each marketing consultant, the certificates described below, if the individual or firm is notified that it is the apparent successful offeror.

(c) The certificate must contain the following:

(1) The name of the agency and the number of the solicitation in question.

(2) The name, address, telephone number, and federal taxpayer identification number of the marketing consultant.

(3) The name, address, and telephone number of a responsible officer or employee of the marketing consultant who has personal knowledge of the marketing consultants involvement in the contract.

(4) A description of the nature of the services rendered by or to be rendered by the marketing consultant.

(5) The name, address, and telephone number of the client or clients, and the name of a responsible officer or employee of the marketing consultant who is knowledgeable about the services provided to such client(s), and a description of the nature of the services rendered to such client(s), if, based on information provided to the Contractor by the marketing consultant, any marketing consultant is rendering or, in the 12* months preceding the date of the certificate, has rendered services respecting the same subject matter of the instant solicitation, or directly

relating to such subject matter, to the Government or any other client (including any foreign government or person).

(6) A statement that the person who signs the certificate for the prime Contractor has informed the marketing consultant of the existence of Subpart 9.5 and Office of Federal Procurement Policy Letter 89-1.

(7) The signature, name, title, employer's name, address, and telephone number of the persons who signed the certificates for both the apparent successful offeror and the marketing consultant.

(d) In addition, the apparent successful offeror shall forward to the Contracting Officer a certificate signed by the marketing consultant that the marketing consultant has been told of the existence of Subpart 9.5 and Office of Federal Procurement Policy Letter 89-1, and the marketing consultant has made inquiry, and to the best of the consultant's knowledge and belief, the consultant has provided no unfair competitive advantage to the prime Contractor with respect to the services rendered or to be rendered in connection with the solicitation, or that any unfair competitive advantage that, to the best of the consultant's knowledge and belief, does or may exist, has been disclosed to the offeror.

(e) Failure of the offeror to provide the required certifications may result in the offeror being determined ineligible for award. Misrepresentation of any fact may result in the assessment of penalties associated with false certifications or such other provisions provided for by law or regulation.

(End of provision)

L.4 UNNECESSARILY ELABORATE PROPOSALS OR QUOTATIONS (FAR 52.215-7) (APR 1984)

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's or quoter's lack of cost consciousness. Elaborate art work, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor wanted.

(End of provision)

L.5 CONTRACT AWARD (FAR 52.215-16) (JUL 1990) (ALT III)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The Government may (1) reject any or all offers if such action is in the public interest, (2) accept other than the lowest offer, and (3) waive informalities and minor irregularities in offers received.

(c) THE GOVERNMENT INTENDS TO EVALUATE PROPOSALS AND AWARD A CONTRACT WITHOUT DISCUSSIONS WITH OFFERORS. THEREFORE, EACH INITIAL OFFER SHOULD CONTAIN THE OFFEROR'S BEST TERMS FROM A COST OR PRICE AND TECHNICAL STANDPOINT. HOWEVER, THE GOVERNMENT RESERVES THE RIGHT TO CONDUCT DISCUSSIONS IF LATER DETERMINED BY THE CONTRACTING OFFICER TO BE NECESSARY.

(d) The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. UNLESS OTHERWISE PROVIDED IN THE SCHEDULE, OFFERS MAY BE SUBMITTED FOR QUANTITIES LESS THAN THOSE SPECIFIED. THE GOVERNMENT RESERVES THE RIGHT TO MAKE AN AWARD ON ANY ITEM FOR A QUANTITY LESS THAN THE QUANTITY OFFERED, AT THE UNIT COST OR PRICES OFFERED, UNLESS THE OFFEROR SPECIFIES OTHERWISE IN THE OFFER.

(e) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer, as provided in paragraph (d) above), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.

(f) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract. However, if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.

(g) The Government may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or subline items. An offer is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the offer will result in the lowest overall cost to the Government, even though it may be the low evaluated offer, or it is so unbalanced as to be tantamount to allowing an advance payment.

(End of provision)

L.6 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates award of a hybrid of an indefinite-delivery/indefinite-quantity and a time-and-materials contract resulting from this solicitation.

(End of provision)

L.7 SIC CODE AND SMALL BUSINESS SIZE STANDARD (FAR 52.219-22) (JAN 1991)

(a) The standard industrial classification (SIC) code for this acquisition is 8711.

(b) (1) The small business size standard is \$2.5M annual receipts.

(2) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(End of provision)

L.8 BROWSE LIBRARY

(a) The Government will make each of the documents referenced in Attachment E of this solicitation available for viewing and photocopying, free of charge, to potential offerors for their review as an aide in preparing proposals in response to this solicitation. These items will be located in the NASA Headquarters Library from 7:30am - 5:00pm, Monday through Friday, except Federal holidays. **THESE DOCUMENTS ARE OFFICIAL GOVERNMENT PROPERTY AND NO PORTION OF THEM SHOULD BE REMOVED FROM THE HEADQUARTERS LIBRARY.**

(b) The Government will make the documents referenced above available through the closing date of this solicitation. The Government will not extend the closing date of this solicitation due to the inability of any offeror to review the documentation contained in the browse library.

L.9 OTHER COMMUNICATIONS REGARDING THIS SOLICITATION

(a) ALL questions shall be received by the point of contact by 9:00 AM local time on August 25, 1995. The Government will not extend the closing date of this solicitation for questions received after 9:00 AM, August 25, 1995. ALL communications/inquiries (other than those concerning L.8) related to this solicitation shall be submitted in writing as follows:

Point of Contact: Donna S. Blanding
Facsimile: (202) 358-3080
Location: NASA Headquarters
Acquisition Division/Code HWC

(End of provision)

L.10 SERVICE OF PROTEST (FAR 52.233-2) (NOV 1988)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed directly with an agency, and copies of any protests that are filed directly with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSBCA), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Hand-Carried Address:

NASA Headquarters
Headquarters Acquisition Division
300 E Street, S.W.
Washington, DC 20024-3210

Mailing Address:

NASA Headquarters
Acquisition Division
Code HW
Washington, DC 20546

(b) The copy of any protest shall be received in the office designated above on the same day a protest is filed with the GSBCA or within one day of filing a protest with the GAO.

(End of provision)

L.11 PROPOSAL/SEALED BID COVER SHEET (HW 52.215-90) (SEP 1992)

A proposal/sealed bid cover sheet is Attachment F to this solicitation. Because of security arrangements in the NASA Headquarters Building, it is very important that a copy of this cover sheet be securely attached to the front or top side of each separate package of the proposal or sealed bid.

Unusually large and heavy submissions should be delivered to the loading dock in the rear of the building, and all others to the main security guard station in the west lobby. Cover sheets must be used for all packages delivered to either of the two locations. Failure to use the cover sheets may cause problems with delivery and make your submission untimely.

(End of provision)

L.12 GENERAL INFORMATION ABOUT PROPOSAL FORMAT, DETAIL AND AUTHORSHIP (HW 52.215-95) (OCT 1992)

A. PROPOSAL ORGANIZATION

Since the Government will evaluate each part separately, proposals must consist of the following physically separate volumes, each subject to the listed page and copy limitations. (Page limitations include appendices and attachments.) Evaluators will read only up to the maximum number of pages specified. Pages in excess of the maximum will be removed from the proposal and returned to offerors.

VOLUME TITLE	NO. OF COPIES	PAGE LIMITATIONS
I Technical Proposal	6	75
II Price/Business Proposal	4	N/A

B. VOLUME ORGANIZATION

1. COVER PAGES: Each volume must have a cover page containing:
 - a. Volume number and title
 - b. Solicitation number
 - c. Offeror's name
 - d. Offeror's policy on the release of information contained within the volume

Cover pages are not to be numbered.

2. TABLES OF CONTENTS: Each volume must include a Table of Contents which indicates the page numbers of each section, figure, table or foldout. Tables of contents are not to be numbered.
3. SECTIONAL DIVIDERS: If a volume has been divided into sections, dividers with tabs must be inserted between the sections, with each section starting on a new page. These dividers are not to be numbered.

C. PAGE FEATURES

1. SIZE: The proposal must be submitted on standard 8 1/2" by 11" page size, with each leaf counting as a single page.
2. TYPE: Type size shall not be less than 12 point with a space and a half between lines, if in word processing, or 2 point leading. There is no print size limitation for the price/cost proposal.

3. NUMBERING: Pages must be numbered consecutively within each volume. Each page number must consist of two parts: 1) the volume number and 2) the page number, for example, II-6. Section number must not be included.
4. OFFEROR'S NAME: The offeror's name must appear at the top or bottom of every page.
5. LABELS: Each figure, table and foldout must be labeled.

D. PROPOSAL DETAIL

The proposal must contain enough detail to allow for a thorough evaluation and sound determination of whether or not the offeror will be able to perform in accordance with the solicitation's requirements. The offeror shall be careful that their proposals are neither too elaborate (see FAR Clause 52.215-7) nor too general; proposals shall address this particular solicitation with specific statements relevant to the Statement of Work (SOW). The Government considers as unacceptable all unsubstantiated statements that offerors understand and will perform in accordance with the SOW. The offeror must submit all relevant data with the proposal. Data previously submitted or presumed to be known by the Government will not be considered in proposal evaluation.

E. PROPOSAL AUTHORSHIP

If any portion of the proposals has been written by other than bona fide employees of the offerors, the offerors must identify the writer's name, employer (if any), business relationship to the offerors, and the volumes, sections, pages or portions of pages which he or she substantially authored.

L.13 INSTRUCTIONS FOR THE PREPARATION OF EACH VOLUME OF THE PROPOSAL

L.13.1 VOLUME I--TECHNICAL PROPOSAL

To facilitate review and evaluation of proposals, offerors shall present the narrative portion in the format outlined below:
(Notice: offerors shall label their narrative portion so that it corresponds with the format below for clear cross referencing).

SUBFACTOR A. UNDERSTANDING THE REQUIREMENT

For SAMPLE STUDY PLANS 1, 2, 3, "Advanced Mission Studies" and SAMPLE STUDY PLAN 4, "Environmental Impact Statement" offerors shall use the information provided in Attachment H hereunder to prepare four (4) separate Study Plans, one for each of the four sample studies.

For each of the Study Plans developed above, offerors shall

provide, at a minimum, the following:

- a. an explanation of how the study will be performed (including who will perform it when, where, and in what sequence or phases);
 - i. In describing "who will perform it", offerors shall state the full name of the person(s) proposed for each labor category, their company affiliation, and/or background relative to these particular studies, and;
- b. a complete price proposal showing estimated hours for each labor category proposed, rates (rates must be consistent with those proposed for Attachment H, Exhibit A), and all other material costs.

[Offerors should note that NASA may issue task orders of some, none or all of the above studies upon contract award.]

SUBFACTOR B: EXPERIENCE & PAST PERFORMANCE

Offerors shall provide information as to their corporate experience (including that of proposed subcontractors) in the areas of advanced studies and Environmental Impact Assessments. If the offeror is a new entity, the offeror may describe the past experience of employees. Additionally, offerors shall discuss experience and past performance which would especially qualify the proposed subcontractors to perform the work set forth in the Statement of Work. For the prime contractor and each subcontractor, the offeror shall submit the following information for all government and commercial contracts of similar work and services that are currently underway or have been completed within the past five years:

- a. name and address of client;
- b. name of client's point-of-contact and current telephone number;
- c. contract number and date of award;
- d. contract type, title, and dollars awarded;
- e. type of work performed--discuss similarity to work and services to be performed in this solicitation; and
- f. contract performance--describe the technical, cost, and schedule performance; address any problems that were encountered and the corrective action taken.

SUBFACTOR C: MANAGEMENT AND SUBCONTRACTING

The offeror shall describe how this contract will be managed:

- a. who will be the contractor's point(s) of contact for Study Plan initiation;
- b. how Study Plans will be prepared and negotiated;
- c. how study performance and price will be monitored; and
- d. who will monitor the study performance.

This section of the proposal should clearly demonstrate the offeror's approach for managing an Indefinite Delivery/Indefinite Quantity type contract, which includes task orders issued intermittently or possibly no orders issued for an extended time period. There is also the possibility that numerous orders may be issued at the same time, which may necessitate a quick completion time. Therefore, the contractor shall describe how it will staff and perform high quality studies given the unpredictable nature of this contract. Also lines of communication and information management systems to be used for the studies should be described, along with the contract and subcontract reporting systems and procedures that will be used.

The contract resulting from this solicitation shall contain a goal of 30% of the total contract value to be subcontracted to Small Businesses, and at least 15% of which (i.e., 15% of the total value of the contract) must be subcontracted to Small Disadvantaged Businesses; and at least 5% of which (i.e., 5% of the total value of the contract) must be subcontracted to Women Owned Businesses. Offerors shall describe their process for obtaining subcontractors, addressing, as a minimum, advertising, source lists, competition, subcontractor selection, subcontract type, pricing, negotiation, and subcontract performance evaluation. Evidence should be provided to indicate whether any or all of the proposed processes are currently used by the offeror. The offeror should also illustrate its proven methods of involving small business concerns as subcontractors in acquisitions similar to this requirement. Furthermore, offerors should discuss the relative success of methods the contractor intends to use to meet the goals and requirements of the plan, as evidenced by records maintained by the offeror.

If a Small Business is proposing as a prime, they shall address a goal of at least 15% to Small Disadvantaged Businesses and 5% to Women Owned Businesses.

L.13.2 PRICE/BUSINESS PROPOSAL INSTRUCTIONS AND EVALUATION CONSIDERATIONS

A. GENERAL INSTRUCTIONS

Offerors shall submit proposals in accordance with the following:

1. For each labor category and year listed in Schedule Clause B.2, the offeror shall propose a fully burdened rate. Each fully burdened rate shall be a composite of the prime contractor's and the subcontractors' rates for each labor category. In addition to the labor rates, the offeror shall also propose, if applicable any material handling cost that will be associated with the materials described in Schedule Clause B.3. The material handling cost, if any, shall also be provided for each of the five contract years. Exhibit A of Attachment H is included to show detail of information required.

offeror's accounting system.

2. Pursuant to FAR 52.222-46 ("Evaluation of Compensation for Professional Employees"), as part of the price proposal, the offeror shall submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. Supporting information shall include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations. Unless adequate justification is provided, proposals indicating unrealistically low professional employees compensation may be assessed adversely as one of the factors considered in making the award. (See Attachment H, Exhibit B)
3. The contractor shall prepare an Organizational Conflict of Interest (OCOI) Avoidance Plan. This plan should:
 - a. provide complete information on previous or current work in which performance could result in a conclusion that there exists a potential organizational conflict of interest;
 - b. detail the types of conflicts that might occur if the offeror is awarded the contract;
 - c. detail the steps that the offeror is to take during the performance of the contract to identify, avoid, eliminate and/or mitigate potential organizational conflicts of interest;
 - d. prevent the disclosure of information subject to the organizational conflict of interest clause and/or protection of information clause;
 - e. explain how conflict of interest identification, elimination, and/or mitigation will be handled in conjunction with subcontractors; and
 - f. explain in detail how the conflict of interest issue will be dealt with both proactively and interactively.

B. FINANCIAL CONDITION, CAPABILITY AND BACKGROUND OF THE ORGANIZATION

To be determined responsible, a contractor must have adequate financial resources to perform the contract or the ability to obtain them.

Offerors shall provide copies of the organization's annual audited financial statements (e.g., balance sheet, profit and loss statement, and annual reports) for the last three (3) consecutive years of operation.

Offerors shall also provide other documentation to clearly explain current financial strength, resource capability and current credit rating.

C. SF 33, REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

Offerors shall complete and execute the Standard Form (SF) 33, all representations, certifications, and other statements required by the provisions of this solicitation. Blocks 12 through 18 of the SF 33 must be completed by offerors, as appropriate, and returned with a properly completed Section K, "Representations, Certifications, and Other Statements of Offerors". The SF 33 must be signed by an official authorized to contractually bind the offeror's organization.

In addition, offerors must complete and execute the certifications required in accordance with the provisions entitled "Organizational Conflicts of Interest Certificate--Marketing Consultants", FAR 52.209-7.

D. TERMINATION HISTORY

Offerors shall discuss experience with contract termination (partial or whole) actions over the past three (3) years. Offerors shall identify and explain any contract termination for default or convenience of the Government and the reasons why such action was taken. For partial terminations (whether default or convenience), the offeror shall discuss the magnitude of the termination in relation to overall contract value. Additionally, the offeror shall submit the following information for contracts terminated over the past three (3) years:

- a. name and address of client;
- b. name of client's point-of-contact and current telephone number;
- c. contract number and date of award;
- d. contract type, title, and dollars awarded; and
- e. type of work performed

Offerors should note that the listed customers may be contacted to verify this information.

E. SMALL BUSINESS AND SMALL DISADVANTAGE BUSINESS CONCERNS
SUBCONTRACTING PLAN

In accordance with the provisions of FAR Clause 52.219-9 and NASA FAR Supplement Clause 18-52.219-73, Alternate I, offerors other than small businesses, shall submit a Small Business and Small Disadvantaged Business Subcontracting Plan.

F. COMPLIANCE WITH THE REQUIREMENTS OF THIS REQUEST FOR PROPOSALS

Offerors shall prepare statements of their unequivocal acceptance of

the requirements contained in this Request for Proposals, including the Statement of Work, the Schedule, and all Contract clauses.

G. CONTENTS OF PRICE/BUSINESS PROPOSAL

Offerors shall submit a price/business proposal containing the following:

1. Attachment H, Exhibit A: Labor Categories to include fully burdened rates for each twelve (12) month period and any material handling rate. (Only the burdened labor rates will be incorporated into Section B of the resultant contract).
2. Total Compensation Plan (including Exhibit B).
3. Conflict of Interest Certification/Organizational Conflict of Interest Avoidance Plan
4. Financial Statements
5. Representations and Certifications (including
6. Termination History Statements.
7. Small Business and Small Disadvantaged Business Subcontracting Plan
8. Statement of Compliance with the Requirements of this Request for Proposals.

(End of provision)

[END OF SECTION]

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 OVERALL BASIS FOR AWARD (HW 52.215-92) (OCT 1992)

A. EVALUATIONS

The Government will perform concurrent but separate evaluations of the Technical and Price/Business proposals of each offer. All information contained therein will be subject to verification by Government organizations such as the Defense Contract Audit Agency, commercial sources such as Dunn and Bradstreet, and others, as appropriate. If information has been previously submitted or is presumed to be known by the Government but is not included in the present proposal, that information will not be considered part of the present proposal. Omissions, inaccurate, or inadequate information could have negative effects on the overall evaluation.

B. METHODS OF EVALUATION

The subfactors within the Technical Factor will receive quantitative (numerical) scores as well as qualitative (adjectival) descriptions. The Price/Business Factor will be reviewed and analyzed in depth but will not receive numerical scores.

C. RELATIVE IMPORTANCE OF FACTORS

Of the two factors identified above, the Technical Factor is more important than the Price/Business Factor.

M.1.1 EVALUATION OF THE TECHNICAL PROPOSAL

Subfactors within the Technical Proposal will be evaluated to determine the relative merits of the offerors' proposals. The subfactors to be used and their corresponding weights are listed below:

SUBFACTOR A. UNDERSTANDING THE REQUIREMENT (500 points):

Sample Study Plans 1, 2, 3, "Advanced Mission Studies" and Sample Study Plan 4, "Environmental Impact Analyses"

The contractors understanding of the requirement will be evaluated for completeness, reasonableness, likelihood for successful performance, insight, price realism, effective subcontracting, and quality of personnel proposed for each study. Inflated, unrealistic prices will be construed as evidence that the offer does not understand the requirement.

SUBFACTOR B. EXPERIENCE & PAST PERFORMANCE (250 points):

Corporate experience will be evaluated for depth and relevance to the work and services to be performed under this solicitation. How well the offeror performed will be evaluated to determine if the offeror has demonstrated that it can provide quality work on schedule and for the prices that were negotiated. However, the evaluation of corporate experience will not be limited to the references provided in the proposal. Past performance information may also be obtained from other sources known to the Government. Offerors should note that the listed customers may be contacted to verify this information.

SUBFACTOR C. MANAGEMENT AND SUBCONTRACTING (250 points)

Contract Management will be evaluated for management flexibility, individual accountability, the likelihood of prompt, efficient turn-around of NASA study requests, and effective contract administration. Subcontracting will be evaluated for soundness, promptness, efficiency, and mission effectiveness. The Government will likely view existing mechanisms and arrangements for obtaining subcontractors, more favorably, than ones which are proposed and have not yet been used by the offeror. It is highly desirable that potential SB/SDB subcontractors be classified under whatever SIC code is appropriate for the work. The size standard for that SIC code is used to determine if subcontracting goals are met. However, proposed subcontract areas which will likely result in the enhancement of SB/SDB subcontractor technical expertise will be more favorably evaluated than proposed subcontracts for administrative, clerical and other non-technical work.

M.1.2 EVALUATION OF THE PRICE/BUSINESS PROPOSAL

The price/business proposals will be analyzed to ensure fair and reasonable prices. Price will also be used as an aid in determining the offeror's understanding of Technical Factor requirements. Inflated, understated or unrealistic prices will be construed as evidence that the offeror does not understand the requirement. As a part of the price evaluation, the Government will apply the contractor's proposed labor rates to the Government estimates of labor hours to calculate a total proposed price.

The Government will evaluate the "Total Compensation Plan", in accordance with FAR provision 52.222-46, to assure that it reflects a sound management approach and understanding of the contract requirements.

The requirement for submission of a Conflict of Interest Avoidance Plan will be reviewed for completeness and assurance that it reflects a sound management approach to avoid potential conflicts of interest.

AMENDMENT OF SOLICITATION... MODIFICATION OF CONTRACT

TRACT ID CODE PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO. One (1) 3. EFFECTIVE DATE 9/6/95 4. REQUISITION/PURCHASE REQ. NO. 10-80645 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE HWC NASA Headquarters Acquisition Division Code HW Attn: Donna S. Blanding Washington, DC 20546-0001

7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ALL OFFERORS CODE FACILITY CODE

9A. AMENDMENT OF SOLICITATION NO. W-10-80645 9B. DATED (SEE ITEM 11) 08/28/95 10A. MODIFICATION OF CONTRACT/ORDER NO. 10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ONE copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers.

12. Accounting and Appropriation Data (If required) NOT APPLICABLE

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Item 14. Description of Amendment/Modification continued on additional sheets.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF SIGNER (Type or print) KAREN A. MCDONALD CONTRACTING OFFICER 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 15D. UNITED STATES OF AMERICA BY Karen A. McDonald (Signature of Contracting Officer) 16C. DATE SIGNED 9/6/95

W-10-80645

Amendment One (1)

DESCRIPTION OF AMENDMENT/MODIFICATION CONTINUED

A. This amendment has been issued to make corrections from and/or respond to questions offerors have submitted regarding Request for Proposals (RFP) W-10-80645. All changes are marked by bold text.

1. Clause H.2, paragraph(h) is hereby modified to read as follows:

(h) All work performed under this contract shall be accomplished in accordance with Task orders issued by the Contracting Officer and will be based upon Government requirements as stated in Section C.

2. Clause H.6, paragraph (b) (2) is hereby modified to read as follows:

(b) (2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of **other companies, and as long as** these data remain proprietary or **confidential, the Contractor shall** protect these data from unauthorized use and disclosure **and** agrees not to use them to compete with those other companies.

3. Section J, ATTACHMENT G - SAMPLE STUDY #2, is hereby modified to read as follows:

Assessment of Sensors and Optics Systems for Future Astrophysics Science Missions

The contractor shall conduct an independent assessment of advanced technology sensors and optics systems which can satisfy the programmatic needs of future Astrophysics Division missions. **This assessment will include mission sensors and optics system requirements and proposed schedules encompassing the next 20 years.** The contractor shall prepare a document delineating performance capabilities of existing, currently planned, and projected (advanced technology) sensors and optics systems. The contractor shall review each applicable mission independently to compare the programs needs to the capabilities of the identified sensors and optics systems. The contractor shall develop a profile of Astrophysics mission needs, satisfying the requirements for currently identified Astrophysics missions concepts funded as part of the New Missions Concepts for Astrophysics Program. The contractor shall then compare needs to the

performance projections of the advanced technology sensors and optics systems (evaluating such factors as the state of readiness, performance characteristics, cost factors, power requirements, etc.) The contractor shall develop a set of options, including the strengths and weaknesses of each, from which the Division can determine its future courses of action regarding advanced sensors and optics systems and their application to Astrophysics missions.

The period of performance for this study is 160 days.

The contractor shall provide the following deliverables:

Interim report on program needs	60 days
Interim report assessing technology readiness	120 days
Final Report	160 days

4. Provision L.12, Paragraphs C.1 and C.2 are deleted and replaced with the text below (The text below also replaces #6 of the RFP Synopsis.). Paragraph C.3, C.4, and C.5 are renumbered as C.2, C.3, and C.4, respectively.

C.1 PAGE FEATURES

The technical proposal must be submitted on standard 8 1/2" by 11" paper (with each leaf counting as a single page), single-spaced, with margins no less than one (1) inch on each side. If foldouts are included, they must be folded to page size with each leaf (or portion) counting as a single page. Type size shall not be smaller than 12 point. When short textual annotations are included in graphics, figures, tables and exhibits and the physical position of the annotation is important for understanding, a type size of 9 points is acceptable. It is not acceptable to use 9 point type for long textual passages even though they may appear in exhibits.

There is no print size limitation for the price/cost proposal.

5. At the top of page L-11, delete "offeror's accounting system".
6. Provision L.13.1, Subfactor C is modified by adding the following sentence to the end of the last paragraph:

"If a Small Disadvantaged Business is proposing as a prime contractor they shall address a goal of at least 5% to Women Owned Businesses, unless the Small Disadvantaged Business is also a Women Owned Business."

7. Provision L.13.2, Section G, Item 5 is modified to read as follows:

5. Representations and Certifications (including Standard Form 33)

B. The government hereby provides the offeror's questions and their related responses.

1. Section B Question.

Per Section B.3, is fee applicable to subcontracts?

Fee is not applicable to materials, regardless of whether these costs are incurred by the prime contractor or the subcontractor.

2. Section H Questions.

(a) In paragraph H.2(h) on page H-2, should the reference to Section "B" be "C"?

Yes, reference Part A.1 of this document for the correction.

(b) On page H-4, Section H.6(b)(2), is there information missing between the second and third lines of this item?

Yes, reference Part A.2 of this document for the correction.

3. Section J Questions.

(a) The period of performance for sample studies are expressed in terms of days; is this to be assumed to be working days or calendar days?

Calendar days.

(b) Regarding Sample Study #2, line three: The expression "mission programmatic sensors and optics system requirements" is confusing. Please clarify the meaning, particularly the meaning of "mission programmatic."

The word "programmatic" in the expression is incorrectly applied and should not have been included. The resulting expression "mission sensors and optics system requirements" is appropriate since the requirements of the optics system are derived from the types of sensors to be used in the mission. (Reference Part A.3. of this document for the correction.)

4. Section L Question.

(a) Does a company that qualifies as a Small Disadvantaged Business need to address a goal of 5% to Women-Owned Businesses?

Yes they should, unless the Small Disadvantaged Business is also Women-Owned. Reference Part A.6 for the clarification.

(b) At the top of page L-11, to what does "offeror's accounting system" refer?

This was a typographical error, reference Part A.5 of this document for the correction.

(c) On page L-15, G.5, the phrase "Representations and Certifications (including" appears, and seems to be missing some information. May we assume it is SF 33 that is missing?

Yes, but this information is located on page L-13 of the RFP; please, reference Part A.7 of this document for the correction.

5. Miscellaneous Questions

(a) Will proposers be allowed to propose NASA Center collaboration with the funding for the NASA Center going directly from HQ to the NASA Center?

No. One purpose of the contract is to obtain independent, non-advocacy assessments of NASA/JPL programs. Therefore, it would be inappropriate for a NASA center to be involved in such an assessment.

(b) It appears that the clause entitled "NASA Financial Management Reporting" is not included in the RFP. Was this an intentional omission?

Yes, because 533 reports are not required.

(c) Separate composite rates for each team member would

ensure the broadest, most qualified participation in the task order studies at the lowest aggregate cost to the government. Would NASA be willing to revise its labor rate instructions accordingly?

No.

(d) The RFP does not specify whether resumes for the key personnel count against the page limitations. Nor does it indicate in which volume such resumes should be placed. Are resumes for key personnel required? If so, will resumes for key personnel be counted against the page limitation for the Technical volume? In which volume should the resumes be placed?

No, resumes for key personnel are not required since the RFP does not contain the clause 18-52.235-71, Key Personnel and Facilities. If the offeror chooses to submit resumes as part of its response to Subfactor A, they shall be included in the Technical Proposal and will be included in the page limitation.

(e) Should the cost information pertaining to each sample study be included in the technical volume with each study plan, or should it be placed in the cost volume?

This information should be included in the technical volume; Part B of SUBFACTOR A: UNDERSTANDING THE REQUIREMENT in Section L.13.1 VOLUME I-TECHNICAL PROPOSAL states that offerors shall furnish "a complete price proposal showing estimated hours for each labor category proposed, rates (rates must be consistent with those proposed for Attachment H, Exhibit A), and all other material costs."

(f) Will there be a bidder's conference for this solicitation?

No.

(g) The RFP does not mention SF1411's in the price/business proposal instructions. Are SF 1411's to be submitted in the price/business proposal?

No, they are not required.

(h) The RFP is ambiguous on the proposal format instructions. In the synopsis, it states that the technical proposal should be "single-spaced" with type size not smaller than 12 point. On page L-7, the RFP specifies "type size should be not less than 12 point

with a space and a half between lines, if in word processing, or 2 point leading." Please clarify whether the technical proposal text should be presented in single space or space and a half; also, please expand on the distinction implied in the leading instructions.

Reference Part A.4 of this document for the correction.

Headquarters Acquisition Division
National Aeronautics and Space Administration
Washington, DC 20546

REQUEST FOR PROPOSALS (RFP)
SPACE SCIENCE STUDIES
RFP-W-10-80645

OPENING DATE:

CLOSING TIME AND DATE: 4:00PM, SEPTEMBER 25, 1995.

TELEPHONIC QUESTIONS WILL NOT BE ANSWERED
(SEE Clause L.9 of the solicitation)

Request for Proposal (RFP) Synopsis
Space Science Studies
W-10-80645

1. Contract Minimum: \$500,000
Contract Maximum: \$9,599,400
2. Period of Performance: Sixty (60) months
3. Contract type: A hybrid of Indefinite Delivery/Indefinite Quantity and Time-and-Materials
4. Bidder Restrictions: None, Full and Open Competition
5. Proposal Factor Volume Requirements:

<u>Volume Title</u>	<u># of Copies</u>	<u>Page Limitations</u>
I. Technical	6	75
II. Price/Business	4	N/A

6. Proposal Page Features - Fonts

The technical proposal must be submitted on standard 8 1/2" by 11" paper, single-spaced, with margins no less than one (1) inch on each side. If foldouts are included, they must be folded to page size with each leaf (or portion) counting as a single page. Type size shall not be smaller than 12 point. When short textual annotations are included in graphics, figures, tables and exhibits and the physical position of the annotation is important for understanding, a type size of 9 points is acceptable. It is not acceptable to use 9 point type for long textual passages even though they may appear in exhibits.

There is no type size for the price/business proposal.

7. Closing Time and Date for all questions or other communications: 9:00AM August 25, 1995
8. Proposal Closing Time and Date:
Closing Time and Date: 4:00PM September 25, 1995
9. Browse Library: The Government will make each document referenced in Attachment E of this solicitation available for viewing and photocopying, free of charge, in the NASA Headquarters Library from 7:30am - 5:00pm, Monday through Friday, except Federal holidays. **THESE DOCUMENTS ARE OFFICIAL GOVERNMENT PROPERTY AND NO PORTION OF THEM SHOULD BE REMOVED FROM THE HEADQUARTERS LIBRARY.**

10. Technical and Price/Business Proposal Delivery Point:

NASA Headquarters
300 E. Street, SW
Washington, DC 20024-3210

Attn: Donna S. Blanding
Contract Specialist
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Room: 4C35
Telephone Number: (202)358-0480
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11. Bidder's List: A copy of the current list is attached.

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